

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**AGREEMENT
BETWEEN CITY OF LAWTON
AND GARVER, L.LC
FOR
LAWTON WASTEWATER TREATMENT
PLANT IMPROVEMENTS - PHASE II
PROJECT NO. PU 21-03**

Project No. PU 21-03: "Lawton Wastewater Treatment Plant
Improvements Project - Phase II"



Issued By
CITY PROGRAM MANAGEMENT DIVISION
In conjunction with the
CITY'S LEGAL SERVICES DEPARTMENT
CITY HALL, 212 SW 9th Street

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**AGREEMENT
BETWEEN
CITY OF LAWTON AND GARVER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of the 27 day of June in the year Two Thousand and Twenty-Three by and between the City of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and GARVER, LLC (hereinafter called GARVER). CITY intends GARVER to provide professional Program Management services and prepare contract documents for the Lawton WWTP Improvements Phase II hereinafter referred to as the PROJECT.

The CITY and GARVER in consideration of their mutual covenants herein agree in respect of the performance of professional Program Management services by GARVER and the payment for those services by CITY, as set forth below.

GARVER shall serve as CITY' s professional representative in those phases of the Project to which this Agreement applies, and will give consideration and advice to CITY during the performance of those services.

1. SECTION 1 - BASIC PROFESSIONAL SERVICES OF GARVER

1.1. General

- 1.1.1. GARVER shall perform professional services as hereinafter stated which include normal management, planning, data collection and analysis, strategic goal development, and implementation activities.
- 1.1.2. Laws, Licenses and Permits. GARVER shall comply with all Federal, State and local laws, regulations and ordinances applicable to the contract.
- 1.1.3. Worker's Compensation Law. GARVER shall comply with the Oklahoma Worker's Compensation Law and file a copy of his Worker's

Compensation Insurance Policy, or, if a self-insurer, a copy of the Industrial Commission's Order of Authorization with the CITY.

- I. I.4. GARVER' s Liability. GARVER shall assume responsibility for and save the CITY harmless from third party claims for bodily injury to, or death of persons, or damage to tangible property arising from GARVER' s negligent acts, errors, or omissions, or those of his agents or employees, arising out of performance of the work.
- 1.1.5. Non-collusion. GARVER represents that it has not employed or retained any company or person, other than a bona fide employee working solely for GARVER to solicit or secure this contract, and that he has not paid or agreed to pay any company, political group, or person, other than a bona fide employee working solely for GARVER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this contract. For breach of violation of this provision, the CITY shall have the right to annul this contract without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 1.1.6. Services Furnished, Performed and Submitted. GARVER shall furnish all professional services, labor and equipment as may be required in the performance of the contract, except as otherwise provided herein, and all work performed and submitted under the contract shall be done in a manner consistent with reasonable and sound practices ordinarily exercised by members of GARVER's profession practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the applicable United States professional services industry. This standard of care is the only warranty GARVER shall provide under this Agreement. GARVER shall sign the plans submitted to the CITY and affix his Oklahoma seal thereto as proof that it is a Registered Professional in the State of Oklahoma.
- 1.1.7. Coordination of Work. GARVER will coordinate its Project Management work with other project participants, if any, performing the immediately adjoining Project Management work, and shall furnish and share plans and data in such a manner as will facilitate and expedite the completion of contracts in adjacent Project Management work.
- 1.1.8. Maintaining All Records. GARVER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to

cost incurred in the performance of this contract and to make such materials available to their respective offices at all reasonable times, during the contract period and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY. Copies thereof shall be furnished if requested and the CITY shall pay a reasonable cost of reproduction.

- 1.1.9. Responsibility. GARVER will be held responsible for details and quantities of work to be performed in accordance with the standard of care in Section 1.1.6 above. GARVER will perform any re-work necessary to correct mistakes or omissions in its work as a part of existing authorized fees between the parties.
- 1.1.10. Major Revisions. For any major revisions ordered in writing by the CITY in the PROJECT a supplemental agreement for additional payment shall be entered into between the parties hereto. For any major revision in the character or scope of the work ordered in writing by the CITY after performance of a substantial amount of work on the project, a Supplemental Agreement will be negotiated on the basis of all costs related to the salaries of employees for the time directly chargeable to the agreement, the salaries of principals for the time they are productively engaged in work necessary to fulfill the term of the agreement, direct non-salary cost incurred in fulfilling the terms of the agreement and GARVER's overhead or indirect costs to the extent they are properly allowable to the agreement plus a lump sum for profit.
- 1.1.11. Right to Terminate.
 - 1.1.11.1. CITY may terminate the Agreement at any time at CITY's convenience. Upon such termination, GARVER shall be entitled to receive payment for: (i) the value of the services completed to the date of termination not previously covered by monthly payments, including profit with respect to such completed services, (ii) documented and reasonable costs (plus profit on such costs) incurred by GARVER to implement such termination (including demobilization costs, and termination/cancellation costs under subcontracts and purchase orders), and (iii) a fee equal to three percent (3%) of the unpaid balance of the contract price.
 - 1.1.11.2. CITY may terminate this Agreement for GARVER's default if GARVER fails in the performance of any material obligation under this Agreement provided that GARVER has been given (1) written notice of the cause and (2) a reasonable opportunity to commence to cure the default. CITY may also terminate for default if GARVER is adjudged bankrupt or insolvent, if

GARVER goes into receivership, or if GARVER should make a general assignment for the benefit of its creditors.

- 1.1.12. Right to Delete. The CITY reserves the right to delete any portion of the contract at any time, and if such is done the total professional services fee shall be reduced in the same ratio as the estimated cost of the work deleted compares to the estimated cost of the work as originally planned, or when appropriate, the professional services fee shall be recomputed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted GARVER shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
- 1.1.13. Non-Discrimination. GARVER will comply with all the requirements pertaining to the Section 3 Clause of the 1968 Housing and Urban Development Act (Affirmative Action Plan) as defined in attached Exhibit "A", which is hereby incorporated into this contract.
- 1.1.14. Assignments and Subleases. GARVER shall not assign, sublease, subcontract, transfer or convey any interest in this Agreement without the express and prior written consent of the CITY. GARVER's interest hereunder shall not be assignable in bankruptcy or by operation of law. In the event a transfer is approved by CITY, any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this Agreement. CITY may prescribe any conditions to such an assignment or transfer.
- 1.1.15. Waiver. No waiver of default by CITY or GARVER of any terms, covenants or conditions herein to be performed, kept or observed by GARVER or CITY shall be construed to be or act as a waiver of any subsequent default of any terms, covenants or conditions herein contained.
- 1.1.16. Merger. It is mutually understood and agreed by the parties hereto that this Agreement contains all the covenants, agreements, stipulations and provisions agreed upon by said parties, and no agent or employee of either party to this Agreement has any authority to alter or change the terms hereof, except as provided herein, and neither party is or shall be bound by any statement or representation not in conformity herewith.

If in the event that any portion or portions of this Agreement are adjudged unlawful by a court of competent jurisdiction, the judgment of such court shall not affect the validity of the remaining portions hereof, which shall be and remain in full force and effect during the term of this Agreement.

- 1.1.17. Enforceability; Choice of Law; Choice of Forum. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Oklahoma only, and the parties' consent to jurisdiction over their person and over the subject matter of any such litigation.
- 1.1.18. Key Personnel. GARVER shall have designated certain key personnel to be assigned specifically to the performance of this work (such as project manager, lead designer, operations specialist, etc.). At the time of Agreement ratification, the CITY shall have the right to specify those project key personnel for whom GARVER shall not be allowed to substitute other personnel without prior written permission of the CITY.
- 1.1.19. Detailed Scope of Services. A detailed scope of services is attached as Exhibit "B", which is hereby incorporated into this contract.
- 1.1.20. Insurance. GARVER shall procure and maintain during the life of this agreement insurance of the types of amounts as follows:

Worker's Compensation in full compliance with statutory requirements of Federal and State of Oklahoma law and Employer's Liability coverage in the amount of \$500,000.

Commercial General Liability and Bodily Injury:

Bodily Injury occurrence	\$	125,000	each
Property Damage occurrence	\$	100,000	each
Combined Single Limit		\$1,000,000	aggregate

Comprehensive Automobile:

Liability, Bodily Injury occurrence	\$	125,000	each
Property Damage occurrence	\$	100,000	each
Combined Single Limit		\$1,000,000	aggregate

Professional Liability:	\$ 1,000,000	per claim
(Errors and Omissions):	5,000,000	aggregate

Certificate evidencing such insurance shall not be canceled or altered except after ten (10) calendar days from receipt by the CITY of written notice thereof. Should the insurance outlined above be canceled for any reason, and GARVER fails to procure additional insurance, the CITY

shall have the right to purchase equivalent insurance coverage and charge the cost of that insurance against any amounts due GARVER under the terms of this Agreement.

Said insurance shall be written by a company or companies licensed to do business in the State of Oklahoma and satisfactory to the CITY.

1.1.21. Drug-Free Workplace

1.1.21.1. Definitions. As used in this clause, "controlled Substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation 21 CFR 1308.11-1308.15. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. "Criminal drug statute" means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one (1) employee including the offeror/contractor.

1.1.21.2. GARVER, shall--within thirty (30) calendar days after award (unless a longer period is agreed to in writing) for contracts of thirty (30) calendar days or more performance duration; or as soon as possible for contracts of less than thirty (30) calendar days of performance duration--

I. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing,

- possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform such employees about -
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph 1.1.21.2.1. of this clause:
 4. Notify such employees in writing of the statement required by subparagraph 1.1.21.2.1. of this clause, that as a condition of continued employment of this contract, the employee will -
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Notify the contracting officer in writing within ten (10) days after receiving notice under subdivision 1.1.21.2.4.
 - (ii) of this clause from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 6. Within thirty (30) calendar days after receiving notice under subdivision 1.1.21.2.4. (ii) of this clause of a conviction, take one (1) of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
 - (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1.1.21.2.1. through 1.1.21.2.6. of this clause.

1.1.21.3. GARVER agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

1.1.21.4. In addition to other remedies available to the CITY, GARVER's failure to comply with the requirements of paragraphs 1.1.21.2. and 1.1.21.3. of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

1.2. Scope of Professional Services

After written authorization to proceed, GARVER shall:

1.2.1. Consult with the CITY to further clarify the detailed scope of services and review available data.

1.2.2. Provide a general economic analysis of CITY's requirements applicable to any various alternatives where applicable that GARVER identifies which could benefit the CITY.

1.2.3. Project Goals and Objectives (Scope of work is detailed in Exhibit B) include includes surveying, design, bidding services, and construction phase services for Phase II of the Lawton Wastewater Treatment Plant (WWTP) improvements. The planned improvements include construction of new facilities and rehabilitation of existing facilities anticipated to address aging and failing infrastructure, as outlined in the Engineering Report dated June 2021, until Phase III can be implemented. The improvements generally include the following:

- New Biosolids Handling Facility
- Digester Facility Expansion and Improvements
- New UV Disinfection Facility
- New Tertiary Pump Station
- Site Civil Improvements
- Site Electrical Improvements
- Supervisory Control and Data Acquisition (SCADA) improvements

2. SECTION 2 - CITY'S RESPONSIBILITIES

CITY shall:

- 2.1. Provide full information as to its requirements for the project.
- 2.2. Assist GARVER by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the project.
- 2.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by GARVER and render in writing decisions pertaining within a reasonable time so as not to delay the services of GARVER.
- 2.4. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
- 2.5. Return to GARVER submitted project documents for CITY's review on which GARVER has not substantially addressed previously noted provisions and comments. GARVER's contract time will not be suspended for submission of project documents which do not contain substantial revisions.
- 2.6. Provide a testing firm and pay all costs for testing, Scope of testing shall be agreed upon by both parties of the contract as required for design and construction of the project, unless specified otherwise.
- 2.7. Designate in writing a person to act as CITY's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define CITY' s policies and decisions with respect to materials, equipment, elements and systems pertinent to GARVER's services.
- 2.8. Issue all instructions to the GARVER; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of GARVER relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.9. In consultation with GARVER, issue all instructions to Contractor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of CITY and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.

- 2.10. Have the City Engineer or Designated Representative, based on his on-site observations and project inspection reports, determine the amounts owing to Contractor(s).
- 2.11. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that CITY may approve, in writing, final payment to each Contractor.

3. SECTION 3 - PERIOD OF SERVICES

- 3.1. The provisions of 3.2. through 3.11. inclusive, and the various rates of compensation for GARVER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase. GARVER's obligation to render services hereunder will extend for a period which may be reasonably required for the design, award of contracts and construction of the Project.
- 3.2. The scope of services in Appendix B shall be completed within **360** calendar days following authorization to proceed. Specific time frames and requirements for completion of various items within the basic scope of services shall be completed as specified in the following paragraphs:
 - 3.2.1. In the event that the work of the Project is to be performed under more than one contract, CITY and GARVER shall develop a schedule for performance of GARVER's services order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether the work under such contracts is to proceed concurrently and is to be attached as an exhibit to and made a part of this Agreement and the provisions of paragraphs 3.4. and 3.5. will be modified accordingly.
- 3.3. If CITY has requested significant modifications or changes in the Project, the time of performance of GARVER' s services shall be adjusted appropriately.
- 3.4. If GARVER is delayed at any time in the progress of any phase of the project by any act or neglect of the CITY, or by any separate contractor employed by the CITY, or by any act or neglect of regulatory agencies, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond GARVER's control, then the Contract completion date shall be extended by Supplemental Agreement (Amendment) for a reasonable time equaling the amount of delay.

- 3.5. . Notwithstanding anything to the contrary herein, GARVER is entitled to an equitable adjustment in fee and schedule for impacts to the services beyond the reasonable control of GARVER.

4. SECTION 4 - PAYMENTS TO GARVER

- 4.1. Methods of Payment for Services of GARVER.
- 4.1.1. Services as a Witness. The CITY will pay GARVER for the services of the principals and employees as witnesses at GARVER'S standard rates or any portion thereof plus all reimbursable expenses, except that no payment shall be made for services as a witness in any case wherein the CITY is an adverse party, to GARVER.
- 4.1.2. For services described herewith, exclusive of fees for services as witnesses, GARVER will be paid the fee(s) as outlined in Exhibit "F".
- 4.2. Times of Payment.
- 4.2.1. GARVER shall submit monthly statements for services rendered. Compensation will be based on GARVER's estimate of the proportion of the total services completed at the time of billing and agreed upon by the City Engineer. CITY shall make prompt monthly payments in response to GARVER's monthly statements.

Additional cost to the CITY caused by error or omission of items in the construction documents will not be included in Final Construction Cost for determination of GARVER's fee unless GARVER is instructed by the CITY to prepare the additional Contract documents to address the error or omission.

- 4.2.2. GARVER shall submit to CITY, prior to commencement of the Bidding or Negotiating Phase, reproducible, an AutoCAD disk of the project drawings and a disk with specifications as they were at the time final plans were approved, or supply to the CITY all copies of drawings and specifications requested until submittal of "Record" drawings. Prior to receiving final payment, the GARVER shall also submit to CITY one (1) set of ½ size record drawings and an AutoCad disk representing the "Record" drawings. The "Record" drawings shall represent any changes that occurred during construction. The CITY shall supply to the GARVER all changes that occurred during construction, in sufficient detail to allow the GARVER to prepare the "Record" drawings, unless the GARVER is responsible for construction management.

5. SECTION 5 - Miscellaneous

- 5.1. Mutual Waiver of Consequential Damages.

5.1.1. Notwithstanding anything in this Agreement to the contrary, neither party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind regardless of the cause or action (including negligence of any kind or character including gross negligence).

5.2. Limitation of Liability.

5.2.1. Notwithstanding any provision to the contrary herein, and to the extent permitted by applicable law, GARVER's (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under this Agreement shall be limited to 100% of the insurance proceeds received up to the five million dollar (\$5,000,000.00) aggregate limit for Professional Liability set forth in Section 1.1.20 above.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above writing.

On Behalf of GARVER:

By Mary Elizabeth Mack

Title Vice President

ATTEST: [Signature]

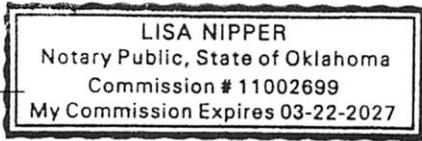
Title Project Manager

(AFFIX SEAL)

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this 13 day of April, 2023 personally appeared Mary Elizabeth Mack, a member of the partnership/proprietorship Garver to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledge to me that she (he/she) executed the same as she (he/she) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for uses and purposes therein set forth.

Lisa Nipper
Notary Public



My Commission Expires 3/22/27

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Mayor

ATTEST:

City Clerk

Approved as to form and legality on behalf of the City of Lawton, Oklahoma, this ____ day of _____, 20__.

City Attorney

I, _____, Encumbering Officer of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No _____ For \$ _____ and after charging account title _____ with this encumbrance, there is an unencumbered balances in said account of \$ _____.

Dated ___ day of _____. 20__

Encumbering Officer

APPENDIX A - SCOPE OF SERVICES

GARVER will perform engineering services in connection with the City of Lawton Wastewater Treatment Plant (WWTP) Phase 2 Improvements. Generally, the scope of services includes survey, geotechnical coordination, preliminary and final design. Bidding services and construction support services are anticipated to be added by a future amendment. The planned improvements include construction of new facilities and rehabilitation of existing facilities as outlined in the Conceptual Engineering Report completed by Garver in July 2021. As the Engineering Report already includes the preliminary layout for most facilities, a conceptual (10%) design submittal is not included for most facilities in this scope of services. A conceptual evaluation of the new Ultraviolet (UV) Disinfection Facility and associated pump station is included to account for potential location and technology selections that have not been identified. Further, a conceptual engineering report (ER) for the new dewatering system at the Southeast Water Treatment Plant (SE WTP) is also included. The improvements generally include the following:

- a) New WWTP Biosolids Handling Facility
 - a. New sludge thickening process equipment
 - b. New sludge dewatering equipment
 - c. New Building
 - d. New Sludge Transfer Pumping
 - e. Add polymer pumping storage and delivery capacity
- b) Digester Facility Expansion and Improvements
 - a. Replace existing boilers to increase capacity for new digester tank volume
 - b. New heat exchangers for new digester tanks
 - c. New hot water pumps
 - d. New digester mixing equipment
 - e. New sludge transfer pumping
 - f. Two new anaerobic digester tanks
- c) New UV Disinfection Facility
 - a. Evaluate the strengths and limitations of up to three (3) new UV technologies for a new UV Disinfection Facility
 - b. New UV Disinfection Facility
 - c. Heating, ventilation, and air conditioning (HVAC) improvements
- d) Tertiary Pump Station
 - a. New submerged pump station for the UV Disinfection Facility
- e) New SE WTP Solids Handling Facility
 - a. New sludge thickening process equipment
 - b. New sludge dewatering equipment
 - c. New Building
 - d. New Sludge Transfer Pumping
 - e. Add coagulant pumping storage and delivery capacity
- f) Site Civil Improvements
 - a. Piping modifications as necessary to support new facilities.

- b. Site grading, paving, and drainage improvements as required for improvements herein.
- g) Site Electrical Improvements
 - a. Site electrical improvements as needed to support improvements herein.
- h) SCADA
 - a. SCADA improvements as need to support improvements herein.

1.0 TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

As part of Task 1, GARVER will prepare for and conduct a project kickoff meeting with the Owner and up to five (5) GARVER staff. The kickoff meeting will include the following:

- a) Prepare and present a request for information to the Owner prior to the project kickoff meeting.
- b) Perform a site visit immediately following the kickoff meeting.
- c) Prepare kickoff meeting minutes that document discussions and action items.

GARVER will also perform the following as part of Task 1:

- a) Develop a project management plan, including project objectives, project deliverables, project communication protocol, project schedule, project documentation, and work plan.
- b) Coordinate with team members (including geotechnical, abstractor, and one-call) during planning stages
- c) Conduct internal reviews including QA/QC comments of deliverables with the comments incorporated prior to delivery to Owner.
- d) Provide project planning and scheduling including meeting with Owner as required to coordinate the planning and scheduling tasks of the project.
- e) Provide the Owner with monthly project status reports including progress on work tasks and schedule throughout the project.
- f) Submit to the Owner detailed monthly invoices.

2.0 TASK 2 – SURVEY

GARVER has completed most of the survey needed for this project previously as part of the Phase I Improvements project. Survey for the SE WTP will also be completed as part of the Groundwater Supply project. However, some additional survey is required and described further below.

2.1 Design Survey

GARVER will conduct a high-definition point cloud survey for the entire Facility 72 – Digestion Building. GARVER assumes the scans will be completed with a maximum of 30 scan setups. No further Design Surveys (topographical, hydraulic flowlines, etc.) will be conducted as part of this effort.

2.2 Property Surveys

GARVER conducted all necessary Property Surveys required for this project as part of the Phase I Improvements project. No further Property Surveys are included in this scope of services.

3.0 TASK 3 – GEOTECHNICAL COORDINATION

Owner will provide GARVER access to Owner's geotechnical reports and/or consultant and GARVER will direct the location of borings necessary for design development to the Owner. GARVER will assist the Owner in coordinating this effort and also list the required lab tests needed for each boring. Owner will pay for geotechnical services directly, separate from this Agreement. GARVER will site up to seven (7) locations

for geotechnical borings.

4.0 TASK 4 – PRELIMINARY (30%) DESIGN

4.1 UV Disinfection and Pump Station Evaluation

GARVER will develop and evaluate up to three (3) alternatives for implementing a new UV Disinfection facility and tertiary pump station. The technology screening for the UV facility may include the following:

- Open-channel UV with vertical lamps
- Open-channel UV with horizontal or diagonal lamps
- Closed-vessel UV disinfection

For each alternative, GARVER will identify conceptual infrastructure needs for implementation. Conceptual capital costs will be included for each alternative. A rough order magnitude (ROM) cost will be prepared that shall include professional services, contractor overhead and profit, and contingency. The developed costs shall include material procurement and construction. Owner should consider these as estimates to be utilized for budget level planning. The expected range of accuracy for this type of estimate is -30 to +50% of the actual project estimate. GARVER will also provide a qualitative assessment of the benefits and potential challenges of each alternative relative to electricity consumption, operational complexity, and maintenance requirements. Operations and maintenance evaluations are limited to the alternatives; other WWTP processes are not evaluated as part of this evaluation.

GARVER will document the findings of Task 4.1 in a single Technical Memorandum. GARVER will provide a Draft Technical Memorandum for Owner review and comment. Two weeks of Owner review and comment time following delivery of the draft submittal is anticipated. Following Owner review, GARVER will conduct a review workshop at the Owner's location (which may include a mixture of virtual and onsite presence) to discuss the findings and Owner comments. Owner comments will be reviewed and documented in meeting minutes following the workshop, and a Final Technical Memorandum incorporating any necessary revisions will be delivered following the review workshop. This Final Technical Memorandum will be utilized as the basis of design moving forward.

4.2 SE WTP Solids Handling Engineering Report

The conceptual design phase submittal for the SE WTP will include an ER and a conceptual phase opinion of probable construction cost (OPCC). This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner, the ODEQ and the Oklahoma Water Resources Board (OWRB) and to develop an order of magnitude cost estimate for the project. Major elements of the Engineering Report will include the following sections described below.

- **Project Planning and Need** – GARVER will collect water usage and solids production data, interview Owner's staff (as part of the project kick-off meeting), and review billing data to estimate average solids generation rates from the SE WTP. Additionally, the ER will document project planning area and need, 20-year population projections (as adopted from the WWTP ER completed by GARVER in October 2021), estimated current and future water demand, environmental concerns, and identifiable need(s) for the project. A 20-year population projection is necessary for ODEQ engineering report requirements. Population projections previously completed by Garver will be updated by utilizing Oklahoma Department of Commerce projections or other relevant government agencies. Information obtained by these governmental agencies is assumed by GARVER to be correct.
- **Existing System Assessment** – GARVER will assess the existing solids handling/conveyance facilities and include information gathered from Owner's staff to assess the condition, operation, and maintenance of that infrastructure. The evaluated facilities will include solids pumping and conveyance from the Super-Pulsator (Super-P) clarifiers and filters at the SE WTP, two (2) earthen solids holding lagoons, and one (1) alum sludge lift station. The assessment will rely on what GARVER can visually see during the site visit after the project kick-off meeting, existing documentation and as-built drawings, and/or online maps to determine the condition and

capacity of the existing infrastructure based on current ODEQ construction standards. Survey is not anticipated to be utilized for this evaluation. GARVER will identify deficiencies in the existing system that may inhibit operations staff from meeting the Owner's water treatment goals.

- Alternatives Evaluation – GARVER will evaluate up to four (4) technologies for solids dewatering at the SE WTP (it is assumed that gravity thickening tanks will be added upstream of all of the potential technologies) and is anticipated to include centrifuges, screw presses, volute presses, and belt filter presses. GARVER will document process design criteria to identify basis of unit sizing and verification of ODEQ regulatory conformance. In the event a variance request is required, Owner will consider support (if necessary) for variance approval by ODEQ as an additional service and outside the scope of this Work Order.
 - The following ancillary infrastructure are anticipated to be included in the evaluation for addressing deficiencies noted in the Existing System Assessment regarding the new dewatering system:
 - Process drains from the new dewatering system to existing Sanitary Sewer or to the existing lagoons
 - Operations Building
 - It is anticipated that a new operations building will be proposed to house any new dewatering equipment at the SE WTP, including new mechanical dewatering units, polymer storage and injection equipment, and any associated electrical components for the new treatment or telemetry infrastructure
 - It is assumed that no four air capture or odor control infrastructure will be necessary for this project
 - For each component proposed as part of the Alternatives Evaluation, GARVER will prepare:
 - Descriptions of the advantages and disadvantages of each alternative.
 - An OPCC that shall include professional services, contractor overhead and profit, and contingency. The developed costs include material procurement and construction. For the ER, GARVER and Owner will consider these as estimates suitable for budget authorization or control. The expected range of accuracy for this type of estimate is -30 to +50% of the actual project estimate. GARVER does not warranty actual bid amounts will be the costs estimated at this stage of the project.
 - An estimate of O&M Costs, which will include labor, replacement parts, utilities, and lab testing fees (where applicable).
 - Life cycle cost analysis including a 20-year present worth calculation based on capital costs and long-term (20-year) O&M costs.
- Proposed Project and Conceptual Design – GARVER will lead a Treatment Selection Workshop with Owner. GARVER will present relevant information regarding each treatment alternative, suggest non-monetary selection criteria, develop weightings for each criterion with input from the Owner's attendees, score the various treatment alternatives, and select the preferred alternative based on those results. GARVER will provide meeting minutes from the Workshop and document Owner input. The results of this workshop will be utilized to effectively capture the Owner's priorities in a treatment alternative and the proposed project.
 - GARVER will recommend a single, feasible alternative from those evaluated based on the results of the cost-benefit analysis, non-monetary factors, and the results of the Treatment Selection Workshop. Cost analysis will include a 20-year present worth calculation based on capital costs and long-term operating and maintenance costs.
 - GARVER will also review potential construction sequencing and overall approach to project implementation of the selected alternative to minimize disruption in the water treatment system.

GARVER will prepare three (3) copies of the draft ER and submit for review by Owner. Garver anticipates two weeks of Owner review and comment time following delivery of the draft submittal.

GARVER will lead an ER review workshop with Owner. GARVER will provide meeting minutes from the Workshop. GARVER will document Owner input and modify the ER with review comments and discussion items, on which consensus is reached from the Workshop.

GARVER will submit three (3) copies of the final ER to Owner. Garver will present the final ER to the City Council (if needed) for approval at a regularly scheduled Council meeting.

Following approval, GARVER will submit two (2) final copies of the ER to ODEQ. GARVER will attend one meeting with Owner and ODEQ to review the report, if required. GARVER will revise and resubmit the report one (1) time based upon one (1) round of ODEQ review comments, if required. If variance requests are required for ER approval, these services can be added under a separate Work Order as agreed to by both Owner and GARVER in writing.

4.3 Preliminary (30%) Design

The Preliminary Design Phase submittal will include a preliminary design report documenting the design criteria, preliminary drawings, and opinion of probable construction cost (OPCC) within -30% to +50% accuracy range of expected construction cost.

A preliminary design report (PDR) will be organized using a series of Design Information Memorandums (DIMs). The PDR will include the following sections:

- DIM 0 – Executive Summary
- DIM 1 – Overall Project Design Criteria
- DIM 2 – WWTP Solids Handling Facility
- DIM 3 – Anaerobic Digestion Facility
- DIM 4 – Anaerobic Digester Tanks
- DIM 5 – UV Disinfection and Pump Station Facility
- DIM 6 – SE WTP Solids Handling Facility
- DIM-7 – Site Civil Concepts
- DIM 8 – Electrical, Instrumentation, & Controls Concepts
- DIM 9 – Construction Sequencing and Constraints
- DIM 10 – Opinion of Probable Construction Cost
- DIM 11 – Equipment Cut Sheets
- DIM 12 – 30% Drawings

The preliminary design phase will represent approximately 30% of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. Owner comments will be discussed at a Preliminary Design Workshop. GARVER will incorporate comments from the Owner on the Preliminary Design in the Final Design. GARVER will begin final design once the preliminary design is authorized and a Notice to Proceed has been issued by the Owner.

4.4 O&M Workshop

GARVER will conduct an O&M focused workshop at the WWTP to determine process control parameters and equipment preferences for the solids handling facilities, anaerobic digester facilities, UV disinfection, tertiary pump station, and electrical and SCADA. WWTP and SE WTP staff preferences will be documented within the preliminary design documents.

4.5 Preliminary Design Review Workshop

Upon Owner review of the preliminary design, GARVER will conduct a workshop with the Owner to review and discuss the proposed design. The workshop will be held at the Owner’s office. Meeting minutes will be taken during the meeting and distributed to attendees following the meeting. Discussion items and comments agreed to by the Owner and GARVER will be incorporated into the final PDR.

4.6 Deliverables

This task will include the following deliverables:

- Three (3) hard copies of the draft and final UV Disinfection and Pump Station Technical Memo
- Three (3) hard copies of the draft and final SE WTP Solids Handling Improvements Engineering Report

- Three (3) hard copies of the final Preliminary Design Report to the Owner with half-size drawings.
- Electronic (pdf) copies of all deliverables and other files as requested.

5.0 TASK 5 – FINAL (60%, 90%, 100%) DESIGN

Once the Preliminary Design has been approved by the Owner in writing, GARVER will begin on Final Design. During the final design phase of the project, GARVER will conduct final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details, final quantities, special provisions, and OPCC. The final design phase is anticipated to have three major submittals: a 60%, 90%, and 100%, and an appropriate design progression allowance, bidding contingency, and escalation to midpoint of construction will be included in the OPCC and based upon the level of design.

5.1 Drawings and Specifications

Based upon the results of the approved preliminary design by the Owner, GARVER will develop the detailed plans and specifications as a part of the Final Design for a single construction contract, with up to three (3) deductive alternates. GARVER will provide technical specifications, and the Owner will obtain bids with support from GARVER. GARVER will utilize the Owner's provided standard documents as a base for developing the project's front-end documents. Owner's General Conditions shall be utilized with edits being provided by the Supplementary Conditions. Multiple design scenarios or bid packages and/or pre-purchased equipment packages are not included as part of the level of effort provided with this agreement.

5.2 Contract Documents

The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by the Owner to competitively bid the work. In addition to Owner's standard documents, GARVER's standard contract forms including documents from the Engineers Joint

Contract Documents Committee (EJCDC) will be used as needed, along with GARVER's standard drawing format and technical specifications. Standard forms required by the Clean Water or Drinking Water State Revolving Fund (SRF) source will be included as necessary.

5.3 ODEQ Construction Permit

GARVER will prepare an ODEQ Application for a Permit to Construct for submission along with the 90% Design Drawings to the ODEQ. The Owner will pay for all permitting fees associated with the submittal to ODEQ. GARVER will address comments from a Notice of Deficiency for one (1) round of comments, if needed.

5.4 Environmental

Work to obtain environmental permitting or approvals is not anticipated for this project, as it is on the existing plant site. It is anticipated that the project will be covered under the Categorical Exclusion already approved for Phase I and for previous work conducted onsite.

The stormwater pollution prevention plan (SWPPP) will be the Contractor's responsibility as required by the Construction Contract documents. Any environmental studies or clearances will be extra work.

5.5 Construction Sequencing Review and Plan

GARVER will review potential construction sequencing and the overall approach to project implementation to minimize disruption of WWTP operation during construction. This review will occur at the Design Submittal workshops.

5.6 Design Submittal Workshops

GARVER will lead a review workshop for two (2) final design phases: 60% and 90%. These workshops will be held at the Owner's office to solicit comments and feedback from the Owner regarding the design deliverables. Comments mutually agreed to by the Owner and GARVER will be incorporated in to the final designs.

5.7 Deliverables

This task will include the following deliverables:

- a) PDF copies of all submittals at 60%, 90%, & 100%
- b) 60% plans, specifications, and OPCC
 - a. Three (3) copies of specifications and three (3) half size drawings to the Owner
- c) 90% plans, specifications, and OPCC:
 - a. Three (3) copies of specifications and three (3) half size drawings to the Owner.
 - b. Two (2) copies of specifications and half-size drawing set to ODEQ.
- d) 100% plans, specifications, and OPCC:
 - a. Three (3) hard copies of specifications and three (3) hard copies of half size drawings.

6.0 TASK 6 – BIDDING PHASE SERVICES

Task 6 is anticipated to be added as part of a future amendment.

7.0 TASK 7 – CONSTRUCTION PHASE SERVICES

Task 7 is anticipated to be added as part of a future amendment.

8.0 TASK 8 – O&M MANUAL UPDATE

Task 8 is anticipated to be added as part of a future amendment.

9.0 TASK 9 – APPLICATION ENGINEERING

Task 9 is anticipated to be added as part of a future amendment.

11.0 EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- (a) Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- (b) Submittals or deliverables in addition to those listed herein.
- (c) Bidding Phase Services
- (d) Construction Phase Services
- (e) Property line monumentation, including preparation of a survey plat, lot line adjustment, and lot split.
- (f) Design, Bidding, or Construction Phase Services of any Special Environmental Projects
- (g) Geotechnical services, beyond coordination.
- (h) Construction materials testing, beyond coordination.
- (i) US Army Corps of Engineers, US Fish and Wildlife, and/or other permitting efforts in addition to the ODEQ Permit to Construct
- (j) ODEQ permitting beyond obtaining a construction permit, such as NPDES discharge permit renewal.
- (k) Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- (l) Services after construction.
- (m) City of Lawton permitting, beyond informal review and approval.
- (n) Alternative Project Delivery ("Design-Build"), including pre-purchasing bids.
- (o) Operations Training
- (p) ODEQ public meetings.
- (q) Receiving Stream Modeling including 208 Plan Updates, TMDL modeling, or waste load allocations.
- (r) SCADA computer hardware or software, software upgrades, or software license purchases. All required hardware and software will be specified in the bid documents to be provided by the contractor.
- (s) Enterprise IT network configuration.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

12.0 SCHEDULE

GARVER shall begin work under this Agreement within ten (10) days of a Notice to Proceed (NTP) and shall complete the work in accordance with the schedule below.

Phase Description	Calendar Days
Task 1 – Project Management	Project Duration
Task 2 - Survey	45 days after NTP
Task 3 – Geotechnical Coordination	60 days after approval of Task 4 – Preliminary Design
Task 4.1 – Draft UV Disinfection and Pump Station Technical Memorandum	90 days after NTP
Task 4.1 – Final UV Disinfection and Pump Station Technical Memorandum	14 days after Owner review workshop
Task 4.2 – Draft SE WTP Solids Handling Engineering Report	120 days after NTP
Task 4.2 – Final SE WTP Solids Handling Engineering Report	14 days after Owner review workshop
Task 4 – Preliminary (30%) Design	180 days from Owner approval of Final UV Disinfection and Pump Station Technical Memorandum and SE WTP Solids Handling Engineering Report
Task 5 – Final Design (60%) Submittal	120 days from Owner approval of Task 4 – Preliminary Design
Task 5 – Final Design (90%)	120 days from Owner approval of 60% Design
Task 5 – Final Design (100%) Submittal	75 days after ODEQ approval.

Exhibit B

City of Lawton Lawton WWTP Improvements Phase 2

FEE SUMMARY

Basic Services Section	Estimated Fees
TASK 1 - Project Management and Admin	\$ 352,500.00
TASK 2 - Survey	\$ 36,300.00
TASK 2 - Geotechnical Coordination	\$ 19,100.00
TASK 4 - Preliminary Design	\$ 2,165,700.00
TASK 5 - Final Design	\$ 3,505,300.00
TASK 6 - Bidding Services	-
TASK 7 - Construction Administration Services	-
TASK 8 - O&M Manual	-
TASK 9 - Application Engineering Services	-
Subtotal for Basic Services Section	\$ 6,078,900.00